

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

X

COMMODORE FACTORS CORP.

Index No. 07-CV-3433
(TPG)

Plaintiff,

-against-

ANSWER

RICHARD COCHERL and JANICE COCHERL

X

Defendants, Richard Cocherl and Janice Cocherl by and through their counsel, Stein, McGuire, Pantages & Gigl, LLP answering plaintiff's Complaint herein states upon information and belief the following:

1. Defendants admit paragraph 1 only as appears by the record.

PARTIES, JURISDICTION & VENUE

2. Defendants have insufficient knowledge or information to form a belief as to the allegations of paragraph 2 of the Complaint.

3. Defendants admit the allegations of paragraphs 3 and 4.

4. Defendants deny the allegations of paragraphs 5, 6 and 7.

AS AND FOR A FIRST CAUSE OF ACTION AGAINST DEFENDANT RICHARD COCHERL

5. Defendants repeat their answers to the allegations of paragraphs 1 through 7 as though more fully set out herein at length.

6. Defendants deny the allegations of paragraphs 9 and 10 as though more fully set out herein at length.

AS AND FOR A SECOND CAUSE OF ACTION

7. Defendants repeat their answers to the allegations of paragraphs 1 through 10 as though more fully set out herein at length.

8. Defendants deny the allegations of paragraphs 12 and 13 as though more fully set out herein at length.

WHEREFORE, defendants, Richard Coherl and Janice Coherl deny that plaintiff, Commodore Factors Corp. is entitled to the relief demanded in the Complaint or any part thereof and further demand that judgment be entered in defendants' favor dismissing all causes of action and claims asserted by plaintiff herein.

AS AND FOR A FIRST SEPARATE DEFENSE

Plaintiff's Complaint fails to state a claim upon which relief can be granted.

AS AND FOR A SECOND SEPARATE DEFENSE

Defendants did not breach any contract or agreement between the parties.

AS AND FOR A THIRD SEPARATE DEFENSE

Plaintiff is barred from recovery by operation of the Law of Waiver.

AS AND FOR A FOURTH SEPARATE DEFENSE

Plaintiff is barred from recovery by operation of the Law of Estoppel.

AS AND FOR A FIFTH SEPARATE DEFENSE

Plaintiff is barred from recovery by operation of the Law of Unclean Hands.

AS AND FOR A SIXTH SEPARATE DEFENSE

Plaintiff is barred from recovery by operation of the Law of Failure of Consideration.

AS AND FOR A SEVENTH SEPARATE DEFENSE

Plaintiff is barred from recovery by operation of the Law of Latches.

AS AND FOR A EIGTH SEPARATE DEFENSE

Plaintiff suffered no loss or damages by reason of any act or omission of defendant.

AS AND FOR A NINTH SEPARATE DEFENSE

There was no legal duty owed to plaintiff by defendant. In the alternative, if such a duty is found to exist, there was no breach thereof.

AS AND FOR A TENTH SEPARATE DEFENSE

The causes of action asserted by plaintiff is barred by the applicable Statute of Limitations.

AS AND FOR A ELEVENTH SEPARATE DEFENSE

Plaintiff is barred from recovery insomuch as any loss or damage allegedly sustained by plaintiff was caused by the actions and/or omissions of plaintiff itself.

AS AND FOR A TWELFTH SEPARATE DEFENSE

Plaintiff is barred from recovery by operation of law of Equitable Estoppel/Promissory Estoppel.

AS AND FOR A THIRTEENTH SEPARATE DEFENSE

Defendants deny being indebted to the plaintiff for any sum whatsoever.

AS AND FOR A FOURTHEENTH SEPARATE DEFENSE

Plaintiff is barred from recovery against defendants by virtue of the fact that plaintiff breached its agreement with defendants.

AS AND FOR A FIFTEENTH SEPARATE DEFENSE

Plaintiff is barred from recovery insofar as the agreement which forms the basis of plaintiff's claims constitute a contract of adhesion.

Dated: April 30, 2007

Yours, etc.

STEIN, MCGUIRE, PANTAGES & GIGL, LLP

BY:

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